

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION
AT MEMPHIS**

**Edward Moore,
Plaintiff**

vs

No.

**The Prudential Insurance Company of America,
Defendant.**

COMPLAINT

COMES NOW your Plaintiff, Edward Moore, by and through counsel, and sues the Defendant, the Prudential Insurance Company of America, (herein Prudential) and for cause states and shows to this Honorable Court as follows:

1. The Plaintiff, Edward Moore, is a resident of Bartlett, Shelby County, Tennessee;
2. That at all times herein mentioned, Prudential is a foreign corporation with a principal place of business in the State of Connecticut. The Defendant agent for service of process is the Tennessee Commissioner of Insurance;

3. This Court has jurisdiction pursuant to 28 USC §1332(a). There is diversity of citizenship between the parties and the amount of controversy exceeds \$100,000.00. Therefore, subject matter exists in this cause of action;

4. This is a civil action to recovery a Loan Term Disability Benefits pursuant to §502(a) of the Employee Retirement Income Security Act of 1974 (herein ERISA);

5. The Plaintiff by virtue of his employment with the University of Tennessee received a Long Term Disability through the Defendant as of January 1, 2011. The Group No. was G-50973-TN and the Claim No. was 11776378.

6. On May 31, 2012, the Plaintiff submitted a claim for Long Term Disability Benefits which were approved beginning October 28, 2012 but were terminated effective as of November 1, 2012;

7. The Plaintiff has been "**DISABLED**" and eligible for disability benefits due to the following medical problems; below-the-knee amputee, kidney transplant, pancreas transplant, histoplasmosis, and risk of opportunistic infectious exposure within the work environment;

8. On March 1, 2013, the Defendant terminated Long Term Disability Benefits.

9. The Plaintiff confirmed the denial of disability benefits at every administrative level and the final denial occurred on April 2, 2014 when the Defendant stated: "This decision is final and cannot be appealed further to Prudential."

10. The Plaintiff's conditions render him "**DISABLED**" as defined under "**DEFINITION OF DISABILITY**" under the group policy which is the subject of this litigation;

10. The Defendant has failed to pay benefits for said policy and plans with benefits amounting to 66 2/3 of the Plaintiff's gross income for each month he is unable to engage in a gainful occupation;

12. There will be additional benefits accruing after the filing of this suit as the Plaintiff remains disabled;

13. All administrative remedies have been exhausted which permits the filing of this law suit in United States District Court;

14. The Defendant's denial of the disability benefits is arbitrary and capricious as defined by Sixth Circuit Case Law governing ERISA claims.

WHEREFORE, the Plaintiff prays for a judgment against the Defendant for all accrued benefits, for any months he is disabled under the policy for prejudgment and postjudgment interest, for future benefits, for attorney fees, for discretionary costs and for any other relief the Court deems just and proper under the circumstances.

Respectfully submitted,
/s/ John E. Dunlap
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